

# 2025 Tussock Traverse Waiver

In consideration of the acceptance of my entry, I hereby agree to the exclusion of liability - to the event, event organisers, contractors, sponsors, volunteer groups and individuals - from all claims for injuries and or damage however caused (whether fatal or otherwise) I may suffer from participation in the event.

I also release and forever discharge the aforementioned from all actions. I agree to comply with the event rules of the Tussock Traverse and intend to compete entirely at my own risk. The Ohakune Events Charitable Trust reserves the right to withdraw a competitor from the event at any time either prior to or during the event for whatever reason including the competitor not reaching the advertised official cut-off times.

Event waves will be allocated by the Tussock Traverse Events team based on data supplied and are not changeable unless deemed necessary by event management.

I agree and allow my name and image to be used in the media and for future marketing purposes – I also allow my email address to be added to the Ohakune Events Charitable Trust's event mailing databases.

I confirm that I have read and understood the following:

- the Withdrawal Policy for the event (shown below),
- the Force Majeure and Event Cancellation/Alteration Policy for the event (shown below)
- the information relating to course cut-off times, registration rules and the registration process, which includes the compulsory gear requirements for the event (as shown on the event website)

## 2025 Tussock Traverse Event Withdraw Policy

Should YOU need to withdraw your entry and you are not covered by the XCover Event Insurance, please contact [entries@tussocktraverse.co.nz](mailto:entries@tussocktraverse.co.nz) before the dates/times listed. Withdrawal requests will be reviewed by the Event Manager on a case by case basis to determine a resolution.

Withdrawals before 11.59pm on Wednesday 13th November 2024

- 25% refund of entry fees excluding credit card fees or,
- Credit to the value of your 2025 entry fee towards the 2026 event or,
- Transfer of entries to another person (\$50 transfer fee applies)

Withdrawals made from 14th November 2024 to 11.59pm on Tuesday 31st December 2024

- No refund of Tussock Traverse entry fees.
- No transfer of entries to a future event or to another person.

Withdrawals made from 1st January 2025

- No refund of Tussock Traverse entry fees.
- No transfer of entries to a future event or to another person.

## 2025 Tussock Traverse Force Majeure and Event Cancellation/Alteration Policy.

(Should the event need to alter your entry at any time)

I understand and agree that because of a Force Majeure situation, or as a directive of police or local authorities, organisers of the Event (The Tussock Traverse) may be forced to either cancel the Event in full or forced to alter aspects of the Event without notice. Alterations may modify, delay, shorten, re-route, or stop some aspects of the planned physical Event.

Should a Force Majeure situation or a directive of police or local authorities impact the Event at any time, regardless of what, if any, aspects of the Event do occur on Saturday 25th January 2025; I understand and agree that:

- there will be no Contingency/Reserve Day for the Event in 2025.
- there will be no guarantee of any refund or partial refund of any entry fees made, and no refund of any costs incurred by an entrant in connection with entering the Event.
- there will be no guarantee of any entry transfers made to any future Events.

A Force Majeure situation may include "Acts of State"/government restrictions/directives which make staging the event illegal, epidemics/pandemics, communicable disease, war, riots, insurrection, acts of terrorism, protests, work stoppage, slowdowns, labour difficulty, natural disasters (floods, fires, hurricanes, tornadoes, volcanic eruptions, earthquakes, tsunamis), forecast or actual major adverse weather events (relating to cyclones/storms/wind/rough water/rainfall/hail/lightning) or other health and safety concerns which make delivering the planned Event unsafe. Outside of above, a Force Majeure situation covers any other cause beyond the organiser's reasonable control making it impossible for some or all aspects of the Event to occur as planned.

If the Event is cancelled in full for any reason other than at the direction of police or local authorities, or due to a Force Majeure situation, I understand and agree that the Event will provide a remedy to entrants that will be consistent with its obligations under the NZ Consumer Guarantees Act.

If the Event is altered for any reason (alterations may modify, delay, shorten, re-route or stop some aspects of the planned Event, or include a virtual format) other than at the direction of police or local authorities, or due to a Force Majeure situation, I acknowledge and agree that in these circumstances any such alteration of the Event is a not a major failure within the meaning of the NZ Consumer Guarantees Act, and that the altered Event remains fit for purpose and provided within a reasonable timeframe.

**Should the event organisers need to alter your entry to the event more than 72 hours out from event registration opening (event registration opens the day prior to the event).**

- A) The physical event might be modified.
- B) The physical event might be cancelled

**Should the physical event be cancelled:**

- You will receive a partial event credit to use for the 2026 event, or a full transfer to the 2026 event (depending on the timing and nature of cancellation)
- You will receive priority entry into the 2026 event.

**Should the event organisers need to alter your entry less than 72 hours out from event registration opening (event registration opens the day prior to the event).**

- A) The physical event might be modified.
- B) The physical event might be replaced by a Virtual Format.

**Should the physical event be replaced by a Virtual Format:**

- Your entry will not be transferred to the 2026 event.
- You will receive a partial event credit to use for the 2026 event.
- You will receive priority entry into the 2026 event.
- You will receive your event finisher medal and spot prize (if a winner) by mail post event.

**A Specific Note on Event Add-Ons Cancellations (e.g. merchandise, donations, credit card fees):**

- Donations are non-refundable
- Credit Card/Payment processing fees are non-refundable.

**Accommodation Package Cancellations:**

- No refunds for cancellation.
- The accommodation booking can be transferred to another date where there is availability, or transferred to another person arranged by the purchaser.
- If cancelling, the booking holder will need to contact [entries@tussocktraverse.co.nz](mailto:entries@tussocktraverse.co.nz).